

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

| | | | | | | | | |
|--|---|--|--------------------------------------|------------------------------------|--------------------------------------|--|--------------------------------------|---|
| 1. Name and address of registrant Chlopak Leonard, Schechter and Associates 1850 M Street N.W. Suite 550 Washington, D.C. 20036 | | 2. Registration No. Has not been assigned yet 5774 | | | | | | |
| 3. Name of foreign principal Republic of Ecuador | 4. Principal address of foreign principal Quito, Ecuador | | | | | | | |
| 5. Indicate whether your foreign principal is one of the following: | | | | | | | | |
| <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (specify): _____</td></tr></table> <input type="checkbox"/> Individual-State nationality _____ | | | <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee | <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group | <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee | | | | | | | |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group | | | | | | | |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ | | | | | | | |
| 6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. The Republic of Ecuador b) Name and title of official with whom registrant deals. Isabel Albornoz, Counselor, Embassy of Ecuador | | | | | | | | |
| 7. If the foreign principal is a foreign political party, state: a) Principal address. N/A b) Name and title of official with whom registrant deals. N/A c) Principal aim. N/A | | | | | | | | |

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

| | | |
|-------------------|---------------------------------------|--|
| Date of Exhibit A | Name and Title Michael W. Fox, CFO | Signature  |
|-------------------|---------------------------------------|--|

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Chlopak Leonard, Schechter and Associates
1850 M Street N.W. Suite 550
Washington, D.C. 20036

2. Registration No.

Has not been assigned yet

5774

3. Name of Foreign Principal

Republic of Ecuador

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The nature of the performance of the above indicated contract is advice on, design of, and management of a strategic public relations plan. The method of performance will be through the preparation of information in audio, video, written, and other media forms. The information will be disseminated in face-to-face meetings with officials, in paid radio, TV, and newspaper advertisements, in public speeches, in interviews given to radio, TV and print journalists, in placement of articles in print media.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will engage in the following activities on behalf of the foreign principal: providing advice and planning on a strategic public relations campaign, and then designing and managing the campaign through use of radio and TV broadcasts, print media articles, press releases, pamphlets, letters to print media, public lectures, and other means of public dissemination of information to government officials, officials of international organizations and international finance and lending institutions, news media, and industry groups. The purpose of the public relations campaign is to advance the public policy interests of the Government of Ecuador with the United States Government with respect to improved bilateral relations.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Above

| Date of Exhibit B | Name and Title | Signature |
|-------------------|---------------------|--|
| | Michael W. Fox, CFO |  |

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



October 1, 2006

Mr. Roger Noriega
Director
Tew Cardenas LLP
One Metro Center
Suite 1150
700 - 12th Street, NW
Washington, DC 20005

Dear Roger:

This letter is designed to serve as an agreement between Tew Cardenas and Chopak, Leonard, Schechter and Associates, Inc. as we begin working together to design and implement a strategy to shape Ecuador's strategic communications needs in the United States. This letter sets forth the terms of our 'Agreement':

1. Effective October 1st, 2006 and until December 31, 2006, Tew Cardenas LLP (hereafter, "TC") shall retain the professional services of Chopak, Leonard, Schechter and Associates, Inc. (hereafter, "CLS") as communications counselors. This contract can be extended beyond December 31, 2006, with a simple letter of agreement amending this contract between the parties.
2. During the period of this agreement, CLS will work closely with TC and officials of the Republic of Ecuador to provide strategic advice and counsel to advance Ecuador's image in the United States with regard to the renewal of its ATPDEA benefits. CLS will create and produce communications materials as needed, distribute materials to and interface with the media, and provide communications services as directed by the client.
3. In consideration for the above described services, TC agrees to compensate CLS a fixed retainer fee of \$150,000 for the term of this agreement. This retainer fee includes all administrative expenses, as well as any costs associated with the production of collateral materials for the three-month period of this agreement. TC agrees to pay CLS the fixed retainer of \$150,000 agreed herein on three installments of \$50,000 and within 30 days of receiving the monthly invoice of \$50,000 from CLS. TC has advised CLS that payment of the retainer fee on monthly installments or otherwise is conditioned upon the receipt of funds from the Government of Ecuador. However, TC agrees to pay CLS full or partial payment in fair proportion to the amount it receives by the Government of Ecuador within 10 days of receiving the funds from the Government of Ecuador.
4. Any fees and taxes required from TC by the Ecuadorian government in relation to this agreement should be paid separately. At no time shall any fees or taxes be deducted from CLS' fixed retainer fee of \$150,000 in this agreement.

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5. CLS will treat all documents as confidential. In the process of providing TC and the Ecuadorian government the services encompassed by this contract, CLS may receive or may otherwise obtain confidential information, the disclosure of which beyond TC and Ecuador, their authorized agents, and CLS, is not authorized. CLS will not disclose or use any confidential information, in any form, for any purpose except with the express, written prior approval of TC and the Republic of Ecuador. Information that is or becomes available in the public domain through no fault of CLS or any of CLS's employees, or is not acquired by CLS or CLS's employees from TC or the Ecuadorian government or from sources known by CLS or CLS's employees to be in breach of a confidentiality agreement with TC, will not be deemed confidential information that is subject to the provisions of this paragraph. This provision will survive beyond the conclusion or termination of this contract.
6. TC will indemnify and hold harmless CLS, its partners, principals, agents and employees (hereinafter "Indemnified Parties") from and against any losses, damages, claims, liabilities and expenses (including, without limitation, as a result of third party demands, legal proceedings or law suits, or requests or subpoenas served on any Indemnified Party for information, reports, data, or releases), including reasonable attorneys fees and expenses, suffered by Indemnified Parties as a result of the services rendered by Indemnified Parties in the course of this engagement or as a result of Indemnified Party's reasonable use of, or reasonable reliance upon, any information or materials (whether or not in writing) furnished or approved by TC or its specifically authorized representatives for use by any Indemnified Party, whether or not any Indemnified Party prepares or participates in the preparation of such materials, provided however, that this provision shall not apply to any losses suffered by Indemnified Parties that are determined in a final judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Party seeking indemnification hereunder. This provision shall survive the termination of this agreement and shall continue to bind both parties.
7. TC agrees it will not offer employment to, or employ, a CLS employee for its own or another's benefit, either directly or through affiliates, subsidiaries, agents, sub-contractors or other related parties, either while the employee is employed by CLS, or for a period of one year after the employee ceases to be employed by CLS. This obligation shall remain in effect during the life of this agreement and for one year after the end of this agreement. CLS agrees to be bound by an identical obligation with regard to employees of TC. In the event that this provision may be deemed to be counter to employment laws, and one party to this agreement directly or indirectly employs an employee of the other, the employing party agrees to pay the other, simultaneously with such employment, an amount equal to 1.5 times the employee's total annual compensation in respect of the prior calendar year.
8. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have duly

been given if delivered personally or mailed, first class mail, postage prepaid, return receipt requested, or by any other express delivery technique calling for receipted delivery, as follows:

If to CLS:

Chlopak, Leonard, Schechter and Associates Inc.
Attn: Peter Schechter
1850 M Street, NW
Suite 550
Washington, DC 20036
Phone (202) 289-5900
Fax: (202) 289-4141

If to Tew Cardenas LLP:

Tew Cardenas LLP
Attn: Al Cardenas
One Metro Center
Suite 1150
700 - 12th Street, NW
Phone: (202) 904-2050
Fax: (202) 904-2051
Washington, DC 20005

or to such other address as either party shall have specified by notice in writing to the other party. All such notices, requests, demands and communications shall be deemed to have been received on the date of delivery or on the next business day if sent by a nationally recognized overnight courier service.

9. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter contained herein.
10. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia.
11. The terms and conditions of this contract may not be altered, changed or amended except by mutual written agreement of TC and CLS or as otherwise expressly provided for in this agreement.
12. TC agrees that CLS may terminate this Agreement at any time at its discretion for any reason allowed by law. TC agrees that the termination of the agreement by CLS does not excuse TC from its obligation of making payments due under this Agreement up to the termination date. TC may terminate this agreement at any time by providing written notification at least 30 days prior to the intended date of termination. Upon the termination of this Agreement, this Agreement shall cease to have any further effect.

(except as it pertains to the provisions of this Agreement which specifically survive its termination, such as payment of any outstanding fees.)

Your signature and return to us of an original copy of this letter shall constitute acceptance of the terms defined herein.

Once again, thank you for this opportunity and your confidence in CLS. We look forward to working with you.

Sincerely,



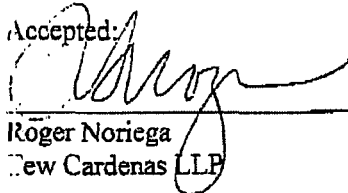
Peter Schechter

Partner

Chlopak, Leonard, Schechter and
Associates, Inc.

10 - 1 - 06
October 1, 2006

Accepted:



Roger Noriega

Tew Cardenas LLP

October 1, 2006

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